

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
AS WIND DOWN LLC (f/k/a Avenue Stores,)	Case No. 19-11842 (LSS)
LLC), et al,)	
)	(Jointly Administered)
Debtors.)	
<hr/>		
DAVID W. CARICKHOFF, TRUSTEE,)	
)	
Plaintiff,)	Adversary No. 21-50460
v.)	
)	
SUN AND SEA TRADING COMPANY, INC.,)	
)	
Defendant.)	

SUMMONS AND NOTICE OF PRETRIAL CONFERENCE IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons with the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Address of Clerk: United States Bankruptcy Court
824 Market Street, 3rd Floor
Wilmington, DE 19801

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney. Name and Address of Plaintiff's Attorneys:

PACHULSKI STANG ZIEHL & JONES LLP
Bradford J. Sandler (DE Bar No. 4142)
Andrew W. Caine (CA Bar No. 110345)
Peter J. Keane (DE Bar No. 5503)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: bsandler@pszjlaw.com
acaine@pszjlaw.com
pkeane@pszjlaw.com

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

YOU ARE NOTIFIED that a pretrial conference of the proceeding commenced by the filing of the complaint will be held at the following time and place.

Address: United States Bankruptcy Court 824 Market Street, 6th Floor Wilmington, DE 19801	Courtroom No. 2 Date and Time: TBD
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IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

**United States Bankruptcy
Court for the District of Delaware**

Date: May 14, 2021
DOCS DE:234363.1 89006/001

/s/ Una O'Boyle
Clerk of the Bankruptcy Court

CERTIFICATE OF SERVICE

I, Peter J. Keane, certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made. I further certify that the service of this summons and a copy of the complaint was made May 14, 2021 by:

☒ Mail Service: Regular, first class United States mail, postage fully pre-paid, addressed to:

SEE ATTACHED SERVICE LIST

☐ Personal Service: By leaving the process with defendant or with an officer or agent of defendant at:

☐ Residence Service: By leaving the process with the following adult at:

☒ Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at:

☐ Publication: The defendant was served as follows: [Describe briefly]

☐ State Law: The defendant was served pursuant to the laws of the State of _____,
as follows: [Describe briefly] (name of state)

Under penalty of perjury, I declare that the foregoing is true and correct.

Dated: May 14, 2021

/s/ Peter J. Keane

Peter J. Keane (DE Bar No. 5503)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
Wilmington, DE 19899-8705 (Courier 19801)

AS WIND DOWN LLC – Service List re Sun and Sea Trading Company Inc.

Main Case No. 19-11842 (LSS)

Doc. No. 234363

02 – First Class Mail

02 – Certified Mail

First Class Mail

Sun and Sea Trading Company, Inc.

Attn: Amy Diaz, Officer

1001 Avenue of the Americas 12th Floor

New York, NY 10018

First Class Mail

Corporation Service Company

80 State Street

Albany, NY 12207-2543

Certified Mail

Sun and Sea Trading Company, Inc.

Attn: Amy Diaz, Officer

1001 Avenue of the Americas 12th Floor

New York, NY 10018

Certified Mail

Corporation Service Company

80 State Street

Albany, NY 12207-2543

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Defendant.)	
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NOTICE OF DISPUTE RESOLUTION ALTERNATIVES

As party to litigation you have a right to adjudication of your matter by a judge of this Court. Settlement of your case, however, can often produce a resolution more quickly than appearing before a judge. Additionally, settlement can also reduce the expense, inconvenience, and uncertainty of litigation.

There are dispute resolution structures, other than litigation, that can lead to resolving your case. Alternative Dispute Resolution (ADR) is offered through a program established by this Court. The use of these services are often productive and effective in settling disputes. **The purpose of this Notice is to furnish general information about ADR.**

The ADR structures used most often are mediation, early-neutral evaluation, mediation/arbitration and arbitration. In each, the process is presided over by an impartial third party, called the “neutral”.

In mediation and early neutral evaluation, an experienced neutral has no power to impose a settlement on you. It fosters an environment where offers can be discussed and exchanged. In the process, together, you and your attorney will be involved in weighing settlement proposals and crafting a settlement. The Court in its Local Rules requires all ADR processes, except threat of a potential criminal action, to be confidential. You will not be prejudiced in the event a settlement is not achieved because the presiding judge will not be advised of the content of any of your settlement discussions.

Mediation/arbitration is a process where you submit to mediation and, if it is unsuccessful, agree that the mediator will act as an arbitrator. At that point, the process is the same as arbitration. You, through your counsel, will present evidence to a neutral, who issues a decision. If the matter in controversy arises in the main bankruptcy case or arises from a subsidiary issue in an adversary proceeding, the arbitration, though voluntary, may be binding. If a party requests *de novo* review of an arbitration award, the judge will rehear the case.

Your attorney can provide you with additional information about ADR and advise you as to whether and when ADR might be helpful in your case.

Dated: May 14, 2021	<u>/s/ Una O’Boyle</u> Clerk of the Court
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